

09-13-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

OFFICE OF PUBLIC RECORDS U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 2004 SEP -3 PM 3:04 FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Spiral Biotech, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: Citizens Bank of Massachusetts Internal Address: _____ Street Address: 28 State Street City: Boston State: MA Zip: 02109</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Trust Company (Massachusetts)</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 7-28-04</p>			
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ 2497004 _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>B. Trademark Registration No.(s) See attached</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Susanna V. Stern Internal Address: Landay & Leblang _____ _____ Street Address: 85 Devonshire Street, Ste. 1000 _____ City: Boston State: MA Zip: 02109</p>		<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ 80.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>	
DO NOT USE THIS SPACE			
<p>9. Signature. Susanna V. Stern _____ Signature _____ Date 9/30/01 Name of Person Signing _____ Total number of pages including cover sheet, attachments, and document: 4</p>			

09/10/2004 6TON11 00000088 2497004
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003045 FRAME: 0286

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, the signatory hereto (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the USPTO (the "trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of July 28, 2004 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, being hereafter referred to as the "Security Agreement"), in favor of Citizens Bank of Massachusetts, with its head office at 28 State Street, Boston, Massachusetts 02109 (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the trademarks together with, among other things, the good-will of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby pledge and assign to the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the terms and conditions of the Assignee's security interest and the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 28, 2004.

ASSIGNOR:

SPIRAL BIOTECH, INC.

By: John L. Coughlin

Name: John L. Coughlin

Title: President

TRADEMARK

REEL: 003045 FRAME: 0287

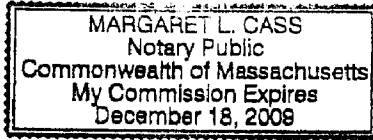
STATE OF MASSACHUSETTS

ss.:

COUNTY OF NORFOLK

On this 11th day of ~~July~~ ^{AUGUST}, 2004, before me personally came John L. Coughlin, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President/CEO of the corporation designated as an "Assignor" on the foregoing instrument, and that s/he executed the foregoing instrument in the firm name of such corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that s/he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.

Margaret L. Cass



SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
Qcount	US	2.497.004	Oct. 9, 2001	10/9/06-10/9/07	10 years	colony counter
Auto Plate	US	1.936.740	Nov. 21, 1995	1/31/02	Nov. 21, 2005	spiral plater
Petri Scan	US	76/403.902	Nov. 4, 2003	11/4/08-11/4/09	10 years	colony counter